

UNITED STATES DISTRICT COURT
District of Minnesota

Lisa Pobuda and Malli Funk f/k/a Malli
 Neely on behalf of themselves and all
 others similarly situated

JUDGMENT IN A CIVIL CASE

V.

Case Number: 09-cv-1227 DSD/AJB

Financial Crimes Services LLC

☐ **Jury Verdict.** This action came before the Court for a trial by jury. The issues have been tried and the jury has rendered its verdict.

☒ **Decision by Court.** This action came to trial or hearing before the Court. The issues have been tried or heard and a decision has been rendered.

IT IS ORDERED AND ADJUDGED THAT:

1. The Settlement Agreement is hereby approved. The Court finds the settlement negotiations were conducted at arm's-length and in good faith among counsel for Plaintiffs and Defendant and that the terms of the Settlement Agreement are fair, reasonable and adequate to Plaintiffs and all members of the class. In addition to the other factors stated herein, the Court finds the Settlement Agreement to be fair, adequate, and reasonable in light of the risk of establishing liability and damages, and the expense of further litigation.
2. Plaintiffs Lisa Pobuda and Malli Funk and the Class Members are forever barred and enjoined from initiating or further prosecuting in any forum whatsoever, including but not limited to any Federal, State or Foreign Court against Defendant, their past or present parents, affiliates, subsidiaries, successors, and assigns, and their respective present or former directors, officers, employees or agents, for any and all claims that were asserted in this lawsuit.
3. Defendant shall pay: (a) \$5,000 to Plaintiffs, and (b) attorneys' fees and costs in the amount of \$70,000.00 following the expiration of five days after the time the final judgment becomes a final Order not subject to appeal, or, if an appeal has been sought, the expiration of five days after the final disposition of any such appeal, which disposition approves the Court's final judgment, the transactions contemplated therein, and the consummation of the settlement in accordance with the terms and provisions of the Settlement Agreement.
4. The Court reserves jurisdiction over all matters arising out of the Settlement Agreement.
5. The Clerk of District Court shall dismiss this action with prejudice.
6. This Order resolves all claims asserted against Defendant in this action.

March 11, 2010

Date

RICHARD D. SLETTEN, CLERK

s/Katie Thompson

(By)

Katie Thompson, Deputy Clerk